

AMERICAN ARBITRATION ASSOCIATION

**FRATERNAL ORDER OF POLICE,
LODGE 5**

—and—

CITY OF PHILADELPHIA

:
:
: **Case No. 01-18-0003-5725**
:
: **Grievant: James Mostiller**
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia and **FRATERNAL ORDER OF POLICE, LODGE 5** are parties to a collective bargaining agreement; and,

WHEREAS, James Mostiller is employed by the City of Philadelphia and a member of the bargaining unit represented by **FRATERNAL ORDER OF POLICE, LODGE 5**;

WHEREAS, the City of Philadelphia disciplined James Mostiller as follows:

1. Suspended for one day for violating PPD Disciplinary Code Section 4-§003-10, "Profane, insulting, or improper language, conduct, or gestures toward, in the direction of, or in relation to, a superior officer."

WHEREAS, James Mostiller initiated a grievance, contending that the City of Philadelphia violated the collective bargaining agreement; and,

WHEREAS, the City of Philadelphia denies that it has, in any way, violated the collective bargaining agreement with **FRATERNAL ORDER OF POLICE, LODGE 5**; and,

WHEREAS, the matter has proceeded unresolved and is now scheduled for arbitration as captioned above; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;


NOW, THEREFORE, the parties agree as follows:

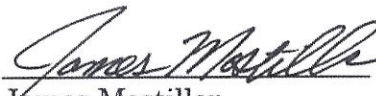
1. The City will change the section of the Disciplinary Code the grievant violated from Section 4-§003-10, to Section 5-§001-10, Neglect of Duty Unspecified. The discipline for that violation will remain a one-day suspension, which the grievant served on May 5, 2018.

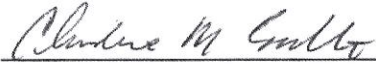
2. In consideration of the foregoing, **FRATERNAL ORDER OF POLICE, LODGE 5** and James Mostiller agree to withdraw the grievance and demand for arbitration in this matter.
3. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.
4. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.
5. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, that James Mostiller likewise agrees that he has had the opportunity to review the terms and conditions of this Agreement with counsel other than Union counsel, that all parties understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.
6. In further consideration of the foregoing, **FRATERNAL ORDER OF POLICE, LODGE 5** and James Mostiller, and their agents, assigns, heirs, and representatives, releases the City of Philadelphia, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.
7. By entering into this Agreement and in exchange for the promises made herein, James Mostiller, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless **FRATERNAL ORDER OF POLICE, LODGE 5**, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from **FRATERNAL ORDER OF POLICE, LODGE 5's** representation of James Mostiller in connection with the Grievance described above.


8. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

WHEREFORE, **FRATERNAL ORDER OF POLICE, LODGE 5**, the City of Philadelphia, and James Mostiller, intending to be legally bound by this Agreement, enter into this Agreement this ____ day of _____, 201_, as evidenced by their signatures or the signatures of their representatives below.


FRATERNAL ORDER OF POLICE,
LODGE 5
Date: 2/12/19


James Mostiller
Date: 12 Feb 2019


City of Philadelphia – Philadelphia
Police Department
Date:


City of Philadelphia – Mayor's Office of
Labor Relations
Date: 2/25/19

